

SO ORDERED



*S. Martin Teel, Jr.*  
S. MARTIN TEEL, JR.  
U. S. BANKRUPTCY JUDGE  
SITTING BY DESIGNATION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
GREENBELT DIVISION**

**In re:**

**DAVID A. GIROUX, JR.  
SHANNON L. GIROUX,**

**DEBTORS.**

**CHAPTER 13**

**CASE NO. 15-10058-PM**

**CHRISTIANA TRUST, A DIVISION OF  
WILMINGTON SAVINGS FUND SOCIETY, FSB,  
AS TRUSTEE FOR STANWICH MORTGAGE  
LOAN TRUST, SERIES 2013-7,**

**MOVANT,**

**vs.**

**DAVID A. GIROUX, JR.  
SHANNON L. GIROUX  
and TIMOTHY P. BRANIGAN, TRUSTEE,**

**RESPONDENTS.**

**CONSENT ORDER GRANTING MODIFICATION OF STAY**

The Motion of the Movant, Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust, Series 2013-7, its assignees and/or successors in interest, to amend the automatic stay having been properly served on the Debtors and, upon agreement by Counsel,

It appears that Debtors are in possession of a certain real property located at **14475 Forest Drive, Newburg, MD 20664**, encumbered by a Deed of Trust dated August 27, 2005, recorded among the Land Records of the County of Charles, Maryland

Upon consideration of the foregoing, it is **ORDERED**:

1. Debtors will resume making all future regular monthly installment payments in the amount of \$1,756.88, as they become due commencing May 1, 2015, to include any late charges effective as of the May 1, 2015 payment, if applicable, pending further notice from the Movant.
2. Debtors will cure any arrearage currently due to the Movant for the months of February 2015 through April 2015, in the total amount of \$5,796.64, which arrears were calculated as follows:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
3	02/01/2015	04/01/2015	\$1,756.88	\$5,270.64
Motion for Relief Fees and Costs				\$526.00
Less post-petition partial payments (suspense balance):				(\$0.00)
Total:				\$5,796.64

- a. The arrearage amount set forth herein is contingent upon the sufficient clearing of any previously applied post-petition funds.
- b. Payment due on or before May 15, 2015 in the amount of \$644.08
- c. Payment due on or before June 15, 2015 in the amount of \$644.07
- d. Payment due on or before July 15, 2015 in the amount of \$644.07
- e. Payment due on or before August 15, 2015 in the amount of \$644.07
- f. Payment due on or before September 15, 2015 in the amount of \$644.07
- g. Payment due on or before October 15, 2015 in the amount of \$644.07
- h. Payment due on or before November 15, 2015 in the amount of \$644.07
- i. Payment due on or before December 15, 2015 in the amount of \$644.07
- j. Payment due on or before January 15, 2016 in the amount of \$644.07
- k. All future payments made pursuant to the terms of this Order should be forwarded to the following address until further notice:

Rushmore Loan Management Services  
P.O. Box 52708  
Irvine, CA 92619-2708

**ORDERED** that in the event that any payment to be made by Debtors as set forth hereinabove is not received by Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust, Series 2013-7 as provided herein, then Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust, Series 2013-7 may serve a written notice of such default to Debtors requiring cure of said default within a fourteen (14) day period after the mailing of the above written notice. Cure shall consist of payment of the missed payments, any late charge accrued on such missed payments, attorney's fees and costs for providing the notice, and any other payments becoming due under the terms of this Consent Order between the date of the notice of default and before the actual tender of the curing payment. Only two such cure opportunities are allowed by this Order and any subsequent default shall be deemed incurable.

**ORDERED** that any notice of default shall be mailed, by first class mail, postage prepaid, and addressed to Debtors and attorney for Debtors as follows:

David A. Giroux, Jr.  
Shannon L. Giroux  
14475 Forest Drive  
Newburg, MD 20664

Kimberly D. Marshall  
603 Post Office Road, Suite 209  
Waldorf, MD 20602

**ORDERED** that failure to cure in a timely manner or a breach for which cure is not permitted shall be evidenced by a Declaration of Default. Upon the filing of such Declaration, and without further order of this Court, the automatic stay imposed pursuant to 11 U.S.C. Section 362(a) shall be lifted as to Movant, to permit enforcement of the provisions of the Deed of Trust with respect to the Subject Property, including but not limited to foreclosure pursuant to any power of sale. In the event of a foreclosure, if the Debtors fails to voluntarily vacate the premises, Movant or any purchaser at said foreclosure sale may proceed with all remedies available in state court.

If the Debtors file an objection to the notice of default, and/or the Court sets the matter for hearing, the automatic stay shall remain in effect until a ruling is issued by the Court resolving the matter. At the hearing, the Court may terminate the stay or take other action appropriate to the circumstances.

3. Until the automatic stay is terminated, Movant may not refuse to accept or apply payments tendered by the Debtors, even if such payments are late or in the incorrect amount.
4. The automatic stay is modified to permit the Noteholder or servicing agent to send the Debtors any payment coupons, payment statements or invoices, notices of late payment, notices of payment changes, notices of servicing transfers, or any other notice, other than a notice of acceleration or demand for payment of the entire balance, normally sent to customers in the ordinary course of business, but otherwise such stay shall remain in full force and effect until further order of the court.
5. Should the Debtors default pursuant to the terms contained herein, unless otherwise ordered by this Court, Movant shall be entitled to reasonable attorney's fees in the amount of \$50.00 for the issuance of a Notice of Default, and additional attorney's fees, not to exceed \$200.00, for issuance of a Declaration of Default and filing of a Notice of Intent.
6. In the event of a default which results in the granting of Relief, the Chapter 13 Trustee will be relieved of any and all obligation to remit payment incident to the arrearages set forth in the Proof of Claim filed by the Movant.
7. If the case shall be converted from a Chapter 13 to a Chapter 7, the automatic stay as to Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust, Series 2013-7 shall be lifted effective the date of conversion without further order of this Court.
8. Nothing contained herein shall be deemed or construed to waive, reduce or otherwise prejudice any rights of Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust, Series 2013-7 with respect to the above-referenced Note and Deed of Trust.

Approved as to Form and Content

By: **/s/Randa S Azzam**

Randa S. Azzam, Esquire, Bar No. 22474  
Kimberly B. Lane, Esquire, Bar No. 18513  
Samuel I. White, P. C.  
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RAzzam@siwpc.com  
Counsel for Christiana Trust, A Division of  
Wilmington Savings Fund Society, FSB, as  
Trustee for Stanwich Mortgage Loan Trust,  
Series 2013-7

Seen and Agreed:

By: **/s/ KIMBERLY D. MARSHALL**

Kimberly D. Marshall  
Counsel for Debtors  
603 Post Office Road, Suite 209  
Waldorf, MD 20602

I hereby certify that the terms of the copy of the Consent Order submitted to the Court are identical to those set forth in the original Consent Order; and the signatures represented by the /S/ on the copy of the Consent Order submitted to the Court reference the signatures of consenting parties obtained on the original Consent Order.

By: **/s/Randa S Azzam**

**SERVICE LIST**

David A. Giroux, Jr. Shannon L. Giroux. 14475 Forest Drive Newburg, MD 20664	Debtors
Kimberly D. Marshall 603 Post Office Road, Suite 209 Waldorf, MD 20602	Counsel for Debtors
Timothy P. Branigan P.O. Box 1902 Laurel, MD 20725-1902	Chapter 13 Trustee
Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust, Series 2013-7 15480 Laguna Caynon Road Suite 100 Irvine, CA 92618	Movant
Randa S. Azzam RAzzam@siwpc.com 611 Rockville Road, Suite 100 Rockville, MD 20852	Counsel for Movant

**END OF ORDER**